



भारत का राजपत्र The Gazette of India

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No. 16] NEW DELHI, SATURDAY, APRIL 15, 2000 (CHAITRA 26, 1922)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

भाग IV [PART IV]

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं
[Advertisements and Notices issued by Private Individuals and Private Bodies.]

LOST

The Government Promissory Note No. BC 01276 to 01285 (Ten GPIs) of the 9 (Nine) per cent loan of Government of India (Relief Bonds 1987) for Rs. Ten thousand each Face Value, originally standing in the name of SHRI RAMJI KRISHNA IYER (hereinafter referred to as "LATE SHRI RAMJI KRISHNA IYER") which were never endorsed by him to any other person, has been lost.

Notice is hereby given that the payment of the above Notes and the interest thereupon has been stopped at the Public Deb. Office, Reserve Bank of India, Byculla, Bombay-400008 and that an application has been made by Smt. RAJAM RAMJI, the Sole Executrix named in the Will of the said "LATE SHRI RAMJI KRISHNA IYER", for reissue of the said Notes in her name.

The members of the public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

Name of the advertiser : Smt. RAJAM RAMJI.

Residence : G. Kanta Niwas, Plot No. 249/250,

1st Road, Opp. Madhu Park,
Khar (West),
Mumbai-400 052.

T. ANURADHA
Asstt. Manager
P. F. Index No. HA 49

NOTICE

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BY ORDER
Controller of Publication

CHANGE OF NAME

I, hitherto known as JEEVKESWAR RAO S/o Late NARSING RAO, employed as Jamadar Khalasi, Ticket No. 22/C. General Stores, S. E. Rly., Kharagpur under Dy. Chief Controller of Stores, S. E. Railway, Kharagpur, residing at Block No. L/71A-1, Unit No. 24, New Settlement, PO : Kharagpur, Dist. : Midnapore (W.B.), have changed my name and shall hereafter be known as D. JEEVKESWAR RAO.

It is certified that I have complied with other legal requirements in this connection.

JEEVKESWAR RAO
[Signature (in existing old name)]

I, hitherto known as PODIA P. S/o KUJA MERA, aged 24 years, residing at Kereimudlu of Kadaba village and Post, Puttur Tq.-574221, D. K. District, have changed my name and shall hereafter be known as PRASANNA K.

It is certified that I have complied with other legal requirements in this connection.

PODIA P.
[Signature (in existing old name)]

I, hitherto known as M. MUNIRATHNAMMA w/o B. A. KRISHNAPPA, employed as Office Assistant in the Sr. Supdt. of Post Offices, Kolar Division, Kolar-563 101 (Karnataka Circle), residing at Kolar, Kolar District, Karnataka State, have changed my name and shall hereafter be known as M. RATHNA.

It is certified that I have complied with other legal requirements in this connection.

M. MUNIRATHNAMMA
[Signature (in existing old name)]

I, hitherto known as Fg. Offr DEEPTI SHARMA w/o Flt Lt SANDEEP SETH, employed as Adm Offr in the 32 Wing/Indian Air Force/Ministry of Defence, residing at Room No. 19, Bhatia Block, Air Force Station, Jodhpur, have changed my surname and shall hereafter be known as Fg Offr DEEPTI SETH.

It is certified that I have complied with other legal requirements in this connection.

DEEPTI SHARMA
[Signature (in existing old name)]

I, hitherto known as A. HAZARATH s/o Late V. ACHAI AH, employed as Office Superintendent in the Office of the Principal CTII, Guindy, Chennai-32, residing at Type III/25, CTI, Staff Quarters, Guindy, Chennai-32, have changed my name and shall hereafter be known as V. A. HAZARATH (VALLURU ACHAI AH HAZARATH).

It is certified that I have complied with other legal requirements in this connection.

A. HAZARATH
[Signature (in existing old name)]

I, hitherto known as RAGHANNA SHETTY S/o P. NARAYAN SHETTY, as a student, residing at H. No. 1-5-113, I. B. Road Station Area, Raichur, 584101 (Karnataka State—India), have changed my name and shall be known as P. RAGHAVENDRA.

It is certified that I have complied with other legal requirements in this connection.

RAGHANNA SHETTY
[Signature (in existing old name)]

I, hitherto known as AMNA KUMAR s/o Sh. JASWANT SINGH, employed as Assistant Engineer, Telecom Civil Sub Division, Ferozepur (Punjab), in the Ministry of Communication, Govt. of India, Department of Telecom, residing at Ferozepur, have changed my name and shall hereafter be known as AMAN KUMAR ROHILLA.

It is certified that I have complied with other legal requirements in this connection.

AMNA KUMAR
[Signature (in existing old name)]

I, hitherto known as AMBANNA LAYAPPA Son of LAYAPPA employee as Carpenter 'B' in the M.T.P. FY AMBARNATH, residing at the C/o Devichand Hummal Kirana Store, BK. No. 734, Dhobi Ghat, Shatri Nagar, Ulhasnagar-3, Dist Thane, have changed my name and shall hereafter be known as AMBANNA LAYAPPA SABAR.

It is certified that I have complied with other legal requirements in this connection.

AMBANNA LAYAPPA
[Signature (in existing old name)]

I, hitherto known as RAMESH CHANDRA son of Late Shri ROOP NARAIN SAXENA employee as Chargemen Gr.-II in the Ordnance Clothing Factory, Shajahanpur P. C No 527 Section MM, shift-'B', residing at the Qr. No 231/1/H Married line Ordnance Factory Estate Shajahanpur, have changed my name and shall hereafter be known as RAMESH CHANDRA JAUHARI.

It is certified that I have complied with other legal requirements in this connection.

RAMESH CHANDRA
[Signature (in existing old name)]

I, hitherto known as NARSAYYA GINNARAM UPALAYYA son of UPALAYYA GINNARAM employed as Sweeper in the Ordnance Factory Chanda, residing at the New Piparbodi, Post O. F. Chanda Estate Dist. Chandrapur, have changed my name and shall hereafter be known as NARSAYYA UPALAYYA TUNKI.

It is certified that I have complied with other legal requirements in this connection.

NARSAYYA GINNARAM UPALAYYA
[Signature (in existing old name)]

I, hitherto known as MADNAYYA NARSAYYA KOMTI son of NARSAYYA KOMTI employed as Sweeper in the Ordnance Factory Chanda, residing at the New Piparbodi, Post O. F. Chanda Estate, Dist. Chandrapur, have changed my name and shall hereafter be known as MADNAYYA NARSAYYA RENKUNTALA.

It is certified that I have complied with other legal requirements in this connection.

MADNAYYA NARSAYYA KOMTI
[Signature (in existing old name)]

I, hitherto known as SURAJ BALI SINGH son of Late MAHATAM ROY, employee as Khalasi Helper in the C&W shop No. 27, T/No. 27380, Eastern Railway Kanchrapara, residing at the Abdul Zabbar Road, P. O. : Kanchrapara, Dist : North 24-Pgs., have changed my name and shall hereafter be known as SURAJ BALI ROY.

It is certified that I have complied with other legal requirements in this connection.

SURAJ BALI SINGH
[Signature (in existing old name)]

I, hitherto known as TIRUPATI NARSAYYA GINNARAM son of NARSAYYA GINNARAM employee as apprentice in the Ordnance Factory Chanda, residing at the New Piparbodi, Post O. F. Chanda Estate Dist. Chandrapur, have changed my name and shall hereafter be known as TIRUPATI NARSAYYA TUNKI.

It is certified that I have complied with other legal requirements in this connection.

TIRUPATI NARSAYYA GINNARAM
[Signature (in existing old name)]

I, hitherto known as Smt. C. PARVATHI AMMAL wife of Shri V. S. RAMAMOORTHY, residing at 112, Sansad Vihar, West Enclave, Pitam Pura, Delhi-110034, have changed my name and shall hereafter be known as Smt. RADHA RAMAMOORTHY.

It is certified that I have complied with other legal requirements in this connection.

C. PARVATHI AMMAL
[Signature (in existing old name)]

I, hitherto known as A. R. ANANDHALAKSHMI wife of Shri B. RAJASEKHARAN NAIR, residing at 228-D, Pocket-C, Mayur Vihar Phase-II, Delhi-91, have changed my name and shall hereafter be known as Anandhi Nair.

It is certified that I have complied with other legal requirements in this connection.

A. R. ANANDHALAKSHMI
[Signature (in existing old name)]

I, hitherto known as CHATAKINI BALA daughter of Late B. K. BALA employed as Senior Matron In-charge in the Hal Hospital, Sunabeda, residing at the Qr. No. K-4, HAL Township, Sunabeda, have changed my name and shall hereafter be known as CHANDANA SARKAR.

It is certified that I have complied with other legal requirement in this connection.

CHATAKINI BALA
[Signature (in existing old name)]

I, hitherto known as PADAMBAHADUR DHASINGH KALU RAJPUT son/ DHANSINGH KALU RAJPUT employee as Chowkidar in the Central Telegraph Office Bhadra Ahmedabad-380 001, residing at the Meghdoot Flates, B/H Times, Ashram Road, Ahmedabad-380 009, have changed my name and shall hereafter be known as PADAMBAHADUR DHANUSHAHI KALUSHAHI.

It is certified the I have complied with other legal requirements in this connection.

PADAMBAHADUR DHASINGH KALU RAJPUT
[Signature (in existing old name)]

I, hitherto known as KHUMAN HARIBHAI BHANABHAI S/o KHUMAN BHANABHAI KALABHAI, employed as Sepoy in the Customs Office, Jafarabad Anrich Dist. Gujarat, residing at Jafarabad, have changed my Surname and shall hereafter be known as VALA HARIBHAI BHANABHAI.

It is certified that I have complied with other legal requirements in this connection.

KHUMAN HARIBHAI BHANABHAI
[Signature (in existing old name)]

I, hitherto known as KIRAN NAUTIYAL W/o Shri HARINDER SINGH, employed as Housewife in the N. A., residing at D 12/A, Mahendra Park, Uttam Nagar, New Delhi-110 059, have changed my name and shall hereafter be known as KIRANPREET KAUR.

It is certified that I have complied with other legal requirements in this connection.

KIRAN NAUTIYAL
[Signature (in existing old name)]

I, hitherto known as SILVIA C. PAUL W/o Mr. V. J. JAMES, employed as Clerk-cum-Cashier in The Catholic Syrian Bank Ltd., G-36, Connaught Circus, New Delhi-110 001, residing at Type C-54, Hanuman Road, New Delhi-110001, have changed my name and shall hereafter be known as Mrs. SILVIA JAMES.

It is certified that I have complied with other legal requirements in this connection.

SILVIA C. PAUL
[Signature (in existing old name)]

I, hitherto known as BINDU KAUL D/o Shri J. L. KAUL, employed as Data Entry Operator in the All India Institute of Medical Sciences, New Delhi, residing at B-18, Parijat Apartment, West Enclave, Pitampura, Delhi-34, have changed my name and shall hereafter be known as RUCHICKA KAUL.

It is certified that I have complied with other legal requirements in this connection.

BINDU KAUL
[Signature (in existing old name)]

I, hitherto known as RASHMI SHASTRI W/o Shri M. C. BENIWAL, residing at 1322/A, Mohalla Dalthai, Bhola Nath Nagar, Shahdara, Delhi-32, have changed my name and shall hereafter be known as RASHMI BENIWAL.

It is certified that I have complied with other legal requirements in this connection.

RASHMI SHASHTRI
[Signature (in existing old name)]

I, hitherto known as SIDDHARTHA SANKAR DEY DAS S/o SAMARESH CHANDRA DEY DAS, employed as Upper Division Clerk in the Income Tax Department, West Bengal, residing at C-14, Lake View Park, Bon Hooghly, Calcutta-700035, have changed my name and shall hereafter be known as SIDDHARTHA SANKAR DAS.

It is certified that I have complied with other legal requirements in this connection.

SIDDHARTHA SANKAR DEY DAS
[Signature (in existing old name)]

I, hitherto known as KAMAL ASHA W/o Shri RAJ KUMAR DHAR, a House Wife, residing at House No. 12, Pocket F-18, Sector-8, Rohini, Delhi-85, have changed my name and shall hereafter be known as AARTI DHAR.

It is certified that I have complied with other legal requirements in this connection.

KAMAL ASHA
[Signature (in existing old name)]

CORRIGENDUM

Read as new name SUNIL KUMAR JOARDAR S/o Late BHUSAN CHANDRA JOARDAR instead of SUNIL KUMAR JOARDAR S/o Late BHUSAN CHANDRA JOARDAR, change of name notice published in the Gazette of India Part IV, dated 4-3-2000 at Page-39, Column-I & II.

NOTICE UNDER SECTION 135(1) OF THE COMPANIES ACT, 1956

Notice is hereby given that an Extra-Ordinary General Meeting of M/s. Hytex Systems Private Limited duly convened and held at the Registered Office "M-51, Saket, New Delhi-110017" on the 23rd day of March, 2000, at 11.00 A.M. the following special resolutions passed :—

- (1) Resolved unanimously that the company M/s. Hytex Systems Private Limited be and is hereby wound up.
- (2) Resolved unanimously that Shri P. K. Saluja of M-51, Saket New Delhi-110017 be and is hereby appointed liquidator to finalise the affairs of the company, on a lumpsum remuneration of Rs. 1000/- only besides the other actual liquidation expense.

Dated : 24-03-2000.

Mrs. AVANTHI SHAH
Director

M/s. Hytex Systems Pvt. Ltd.

FORM NO. 151

(See Rule 315)

MEMBERS VOLUNTARY WINDING-UP

NOTICE OF APPOINTMENT OF LIQUIDATOR PURSUANT TO SEC. 516 OF THE COMPANIES ACT, 1956

Name of Company : M/s. Hytex Systems Pvt. Ltd.

Nature of Business : Sale/Purchase in computers.

Address of Registered Office : M-51, Saket, New Delhi-110017.

Name and address of Liquidator : P. K. Saluja, M-51, Saket, New Delhi-110017.

Date of appointment : 23-03-2000.

By whom appointed : Members of the Company.

Dated : 24-03-2000.

P. K. SALUJA
Liquidator

नेशनल स्टाक एक्सचेंज आफ इण्डिया लिमिटेड

प्रतिभूति संविदा (विनियमन) नियम, 1557 के नियम 18 के अपेक्षानुसार नीचे दिये गये नेशनल स्टाक एक्सचेंज की उपविधियों के प्रस्तावित संशोधन, भारत के राजपत्र में साधारण खण्ड अधिनियम, 1897 की धारा 23 के उपबन्धों के अनुसार, आलोचना के लिए प्रकाशित किये जाते हैं। ऐसे व्यक्ति जिनकी प्रस्तावित संशोधनों पर टीका-टिप्पणियां हैं, उन्हें लिखा में इस अधिसूचना के राजपत्र में प्रकाशन के पन्द्रह दिनों के भीतर या उसके पूर्व ट्रेड बल्ड, सेनापति बापट मार्ग, लोअर परेल, मुम्बई-400013 में कम्पनी सचिव और उपाध्यक्ष नेशनल स्टाक एक्सचेंज आफ इण्डिया लिमिटेड को लिखित में भेज सकते हैं। पूर्वोक्त उल्लिखित तारीख के पश्चात् प्राप्त की गई टीका-टिप्पणियों पर तब विचार नहीं किया जायेगा जब प्रारूप विचार के लिये प्राप्त होगा।

[I] 1. एक्सचेंज की उपविधि की "परिभाषा" की विद्यमान उपविधि (11) के स्थान पर निम्नलिखित उपविधि रखने का प्रस्ताव है :-

उत्कथन

"(11) "सुसंगत प्राधिकारी" से बोर्ड, भारतीय प्रतिभूति और विनियम बोर्ड या ऐसा अन्य प्राधिकारी, अभिप्रेत है जो विनिर्दिष्ट प्रयोजन के लिये यथा सुसंगत बोर्ड द्वारा समय-समय पर विनिर्दिष्ट किया जाये।"

अपउत्कथन

2. एक्सचेंज की उपविधि के अध्याय 1 की विद्यमान उपविधि (4) के पश्चात् उपविधि (5) अन्तः स्थापित किये जाने का प्रस्ताव है :

स्थान

"(5) भावी और विकल्प व्यापारिक खण्ड

सैबी द्वारा अनुमोदित व्युत्पत्ती संविदाएं भावी और विकल्प व्यापारिक खण्ड पर व्यवहार के लिये ग्रहण की जा सकेंगी।"

अपउत्कथन

विद्यमान उपविधि (5) को उपविधि (6) के रूप में पुनःसंख्यांकित किया जायेगा।

3. एक्सचेंज की उपविधि के अध्याय 7 की विद्यमान उपविधि (6) के पश्चात् उपविधि (7) के रूप में निम्नलिखित अन्तः स्थापित किये जाने का प्रस्ताव है :

उत्कथन

"व्यापारिक सदस्यों पर प्रतिबन्ध

(7) जब तक कि एक्सचेंज अन्यथा विनिर्दिष्ट न करे, व्यापारिक सदस्य अन्य व्यापारिक सदस्य के घटक नहीं होंगे।

4. एक्सचेंज की उपविधि के अध्याय 9 की विद्यमान उपविधि (18) के पश्चात् उपविधि (18क) के रूप में निम्नलिखित अन्तःस्थापित किये जाने का प्रस्ताव है :-

उत्कथन

"समय-समय पर सुसंगत प्राधिकारी द्वारा विहित विनियमों के अधीन रहते हुए, एक्सचेंज पर प्रतिभूतियों द्वारा किया गया कोई संव्यवहार ऐसी परिस्थितियों के अधीन एक्सचेंज के ऐसे व्यापारिक खण्ड की बाबत एक व्यापारिक सदस्य से दूसरे व्यापारिक सदस्य को अन्तरित किया जा सकेगा जैसा कि सुसंगत प्राधिकारी द्वारा समय-समय पर विनिर्दिष्ट किया जाये।"

अपउत्कथन

5. एक्सचेंज की उपविधि के अध्याय 9 की विद्यमान उपविधि (20) निम्नलिखित उपविधि द्वारा प्रतिस्थापित किये जाने का प्रस्ताव है :

उत्कथन

मार्जन प्राप्ति के रूप

इन उपविधियों और विनियमों के अधीन व्यापारिक सदस्य द्वारा प्रस्तुत की जाने वाली मार्जिन अन्ना रूपों के साथ-साथ नकद रूप में या जमा प्राप्ति के रूप में होगी अथवा सुसंगत प्राधिकारी द्वारा अनुमोदित बैंक द्वारा दी गई गारंटी के रूप में या उसके द्वारा अनुमोदित प्रतिभूतियों के रूप में होगी जो ऐसी शर्तों और निबन्धनों के अधीन होंगी जैसा समय-समय पर अधिरोपित किया जाये। नकद जमा राशि पर व्याज नहीं दिया जायेगा और व्यापारिक सदस्य द्वारा जमा प्रतिभूतियां प्रचलित व्यापारमूल्य पर आकने पर उनके द्वारा समय-समय पर उनके द्वारा आच्छादित मार्जिन रकम से इतना अधिक होना चाहिये जितना कि सुसंगत प्राधिकारी समय-समय पर विनिर्दिष्ट करे।

अपउत्कथन

6. एक्सचेंज की उपविधि के अध्याय 10 की विद्यमान उपविधि (2) निम्नलिखित उपविधि द्वारा प्रतिस्थापित किये जाने का प्रस्ताव है :-

उत्कथन

जहां ऐसी कार्रवाई या युक्तियुक्त आधारों पर परिस्थितियों को न्योचित समझा जाये वहां व्यापारिक सदस्य प्रतिभूतियों के क्रय, विक्रय आदि के लिये संघटकों के अनुदेश या आदेश स्वीकार नहीं करेगा। जहां ऐसी इन्कारों की जाती है वहां उसे संघटक को संसूचित किया जा सकता है। व्यापारिक सदस्य या उसके द्वारा किये जा रहे अनुरोध पर ऐसी निकासी के लिये संघटक को कारण भी बताएगा।

अपउत्कथन

7. एक्सचेंज की उपविधि के अध्याय 10 की उपविधि (15) में निम्नलिखित खण्ड अन्तःस्थापित किये जाने का प्रस्ताव है :

उत्कथन

(क) ऐसी परिस्थितियों में और एक्सचेंज के ऐसे व्यापारिक खण्ड की बाबत जैसा कि सुसंगत प्राधिकारी द्वारा समय-समय पर विहित किया जाये, एक्सचेंज संघटक की खुली आवस्थिति की बन्दी कर सकेगा या उनकी खुली आवस्थिति का अन्य व्यापारिक सदस्य को अन्तरण कर सकता है।

अपउत्कथन

उपविधि (5) के विद्यमान खण्ड (क) और (ख) को क्रमशः (ख) और (ग) के रूप में पुनः संख्यांकित किया जायेगा।

8. उपविधि के अध्याय 10 की विद्यमान उपविधि (8) निम्नलिखित उपविधि द्वारा प्रतिस्थापित किये जाने का प्रस्ताव है :—

उत्कथन

“संविदा के निष्पादन में असफल रहने पर संघटकों द्वारा बन्द किया जाना/अन्तरण

- (1) यदि व्यापारिक सदस्य इन उपविधियों, नियमों और विनियमों के उपबन्धों के अनुसार, परिदान या संदाय द्वारा संविदा के कार्य निष्पादन को पूरा करने में असफल रहता है तो संघटक, व्यापारिक सदस्य और एक्सचेंज को लिखित में सूचना देने के पश्चात् एक्सचेंज के अन्य व्यापारिक सदस्य के माध्यम से ऐसी संविदा को यथाशीघ्र बन्द कर देगा या एक्सचेंज को अन्य व्यापारिक सदस्य की संविदाओं को अन्तरण के लिये आवेदन करेगा और, यथास्थिति, ऐसे बन्द या अन्तरण के परिणामस्वरूप उपगत कोई हानि या नुकसानी तत्काल व्यक्तिगामी व्यापारिक सदस्य द्वारा संघटक को संदेय की जायेगी। यदि इसमें यथा उपबन्धित बन्दी या अन्तरण प्रभावी नहीं होता तो पक्षकारों के बीच हुई नुकसानी को ऐसे आधार पर अवधारित किया जायेगा जैसा सुसंगत प्राधिकारी द्वारा समय-समय पर विनिर्दिष्ट किया जाये तथा संगठक और व्यापारिक सदस्य के एक दूसरे के विरुद्ध आशय के सभी भावी अधिकार समहृत हो जायेंगे।

अपउत्कथन

[II] 1. अध्याय 11 की उपविधि (1) को निम्नलिखित उपविधि द्वारा प्रतिस्थापित किये जाने का प्रस्ताव है :

उत्कथन

व्यापारिक सदस्यों के आपस में और व्यापारिक सदस्यों और उनके संघटकों के बीच एक्सचेंज में निष्पादित या रिपोर्ट किये गये और एक्सचेंज की उपविधियों, नियमों और विनियमों के अध्वधीन किए गये व्यौहारों, संविदाओं और संव्यवहारों

या उसके अनुषंगिक किसी निर्देश से या उसके अनुसरण में या उसके पक्षकारों की विधिमान्यता, संरचना, निर्वचन, पूर्ति या अधिकार बाध्यताएं और दायित्वों से उद्भूत या के सम्बन्ध में सभी दावे, मतभेद या विवाद इन उप विधियों और विनियमों के उपबन्धों के अनुसार माध्यस्थ के लिये प्रस्तुत किये जायेंगे।

अपउत्कथन

2. अध्याय 11 की विद्यमान उपविधि 1 के पश्चात् उपविधि 1 क के रूप में, निम्नलिखित उपविधि अन्तःस्थापित किये जाने का प्रस्ताव है :

उत्कथन

“(1क) व्यापारिक सदस्यों और उप-दलालों और उप-दलालों और उनके ग्राहकों के बीच एक्सचेंज में निष्पादित या रिपोर्ट किये गये और एक्सचेंज की उपविधियों, नियमों और विनियमों के अध्वधीन किए गये व्यौहारों, संविदाओं और संव्यवहारों या उसके आनुषंगिक किसी निर्देश से या उसके अनुसरण में या उसके पक्षकारों की विधिमान्यता संरचना, निर्वचन, पूर्ति या अधिकार बाध्यताएं और दायित्वों से उद्भूत या के सम्बन्ध में सभी दावे, मतभेद या विवाद इन उप विधियों और विनियमों के उपबन्धों के अनुसार माध्यस्थ के लिये प्रस्तुत किये जायेंगे।

स्पष्टीकरण—इन उपविधियों के प्रयोजन के लिये उप दलालों और ग्राहकों का वही अर्थ होगा जो सेवा (स्टाक ब्रोकर और सब ब्रोकर) विनियम 1992 में है परन्तु यह कि उप-दलाल ने एक्सचेंज के व्यापारिक सदस्य के अन्तर्गत सेवा रजिस्ट्रीकरण अभिप्राप्त कर लिया हो।”

अपउत्कथन

3. अध्याय 11 की उपविधि 1 क के पश्चात् उपविधि 1 ख के रूप में निम्नलिखित उपविधि अन्तःस्थापित किये जाने का प्रस्ताव है :

उत्कथन

“(1ख) व्यापारिक सदस्यों के आपस में, व्यापारिक सदस्यों और सहभागियों में तथा आपस में सहभागियों के बीच एक्सचेंज में निष्पादित या रिपोर्ट किये गये और एक्सचेंज की उपविधियों, नियमों और विनियमों के अध्वधीन किये गये व्यौहारों, संविदाओं और संव्यवहारों, या उसके आनुषंगिक किसी निर्देश से या उसके अनुसरण में या उसके पक्षकारों की विधिमान्यता, संरचना, निर्वचन, पूर्ति या अधिकार बाध्यताएं और दायित्वों से उद्भूत या के सम्बन्ध में सभी दावे, मतभेद या विवाद इन उप विधियों और विनियमों के उपबन्धों के अनुसार माध्यस्थ के लिये प्रस्तुत किये जायेंगे।

अपउत्कथन

4. अध्याय 11 की उपविधि (1ख) के पश्चात् उपविधि (1ग) के रूप में निम्नलिखित उपविधि अन्तःस्थापित किये जाने का प्रस्ताव है :

उत्कथन

“(1ग) एक्सचेंज की उपविधि, नियमों और विनियमों के अधीन किये गये सभी व्यवहारों, संविदाओं और संव्यवहारों में उल्लिखित पक्षकारों के बीच सभी दावों, मतभेदों, विवादों के लिये उपविधि (1), (1क) और (1ख) लागू हो जायेंगी, परन्तु यह कि ऐसे व्यवहार, संविदायें और संव्यवहार उनमें वर्णित पक्षकारों ने उस तारीख से पहले किये हैं जिस तारीख को व्यापारिक सदस्य व्यक्तिग्री घोषित कर दिया गया है या निष्पादित कर दिया गया या उसने अपनी व्यापारिक सदस्यता अभ्यपित कर दी है।

अपउत्कथन

5. अध्याय 12 की विद्यमान उपविधि 29 के पश्चात् उपविधि 30 के रूप में निम्नलिखित उपविधि अन्तःस्थापित किये जाने का प्रस्ताव है।

उत्कथन

“इस अध्याय के प्रयोजन के लिये “व्यक्तिग्री” समिति, ऐसी समिति होगी जो निदेशक बोर्ड द्वारा समय-समय पर गठित की जाये। किसी भी समय व्यक्तिग्रीयों की समिति के 60 प्रतिशत से अन्तर्गत सदस्य अव्यापारिक सदस्यों में से होंगे जो सेवा के पूर्व अनुमोदन से एक्सचेंज द्वारा नामनिर्दिष्ट किये जायेंगे।”

अपउत्कथन

6. अध्याय 12 की उपविधि 30 के पश्चात् उपविधि 31 के रूप में निम्नलिखित उपविधि अन्तःस्थापित किये जाने का प्रस्ताव है।

उत्कथन

“(31) इस अध्याय में किसी प्रतिकूल बात के होते हुए भी जब हस्ताक्षरों में भिन्नता या अन्यथा उद्भूत कम्पनी

आपत्तियों के परिशोधन के लिये दाखिल की जाती है तो एक्सचेंज या नेशनल सिक्योरिटीज क्लीरिंग कारपोरेशन लिमिटेड (समाशोधन निगम) प्राप्तकर्ता सदस्य/प्राप्तकर्ता सदस्य के ग्राहक की वास्तविकता के सम्बन्ध में अपना समाधान करने के पश्चात् उनके फायदे के लिये प्रतिभूतियाँ अपने नाम अर्जित करेगा या प्राप्तकर्ता सदस्य/प्राप्तकर्ता सदस्य के ग्राहक के लिए न्यसतः अर्जित करेगा। एक्सचेंज समाशोधन निगम स्वयं भरा यथा विहित प्रभारों के संदाय पर, इस प्रकार अर्जित प्रतिभूतियों का विक्रय कर सकता है या का व्ययन कर सकता है या दावे का पूर्ण और अन्तिम तुष्टि के लिए प्राप्तकर्ता सदस्य/प्राप्तकर्ता सदस्य के ग्राहक को अन्तरित कर सकेगा। परन्तु यह कि एक्सचेंज/समाशोधन निगम ऐसे प्राप्तकर्ता सदस्य/प्राप्तकर्ता सदस्य के ग्राहक से एक्सचेंज और समाशोधन निगम को ऐसे प्रारूप और रीति से क्षतिपूर्ति करने के लिये पूर्व शर्त के रूप में अपेक्षा करने के लिये स्वतन्त्र होगा। परन्तु यह और भी कि विक्री के ऐसे संदाय या प्राप्तकर्ता सदस्य/प्राप्तकर्ता सदस्य के ग्राहक को प्रतिभूतियों के अन्तरण पर वह दावे का पूर्ण रूप से निपटारा करेगा और व्यक्तिग्री के विरुद्ध किसी भी आधार पर जो भी हो, कोई दावा नहीं करेगा।

अपउत्कथन

7. अध्याय 12 की उपविधि 10, 11 और 12 का लोप करने का प्रस्ताव है।

भारतीय राष्ट्रीय स्टॉक एक्सचेंज के लिये
जे० रवीचन्द्रन,
कम्पनी सचिव और उपाध्यक्ष

NATIONAL STOCK EXCHANGE OF INDIA LIMITED

As per the requirements of Rule 18 of the Securities Contracts (Regulation) Rules, 1957, the proposed amendments to the byelaws of National Stock Exchange, as given hereunder, are published for criticism in accordance with the provisions of Section 23 of the General Clauses Act 1987 in the Gazette of India. Any person having any observations on the proposed amendments can send the same in writing to the Company Secretary & Vice President, National Stock Exchange of India Limited at Trade World, Senapati Bapat Marg, Lower Parel, Mumbai-400 013 within fifteen days from the date of this publication in the Gazette. The observations received after the aforementioned date will not be considered when the draft will be taken for considerations.

[1] 1. The existing byelaw (11) of the 'Definitions' of the byelaws of the Exchange is proposed to be substituted by the following byelaw :

QUOTE

“(11) “Relevant Authority” means the Board, Securities and Exchange Board of India or such other authority as specified by the Board from time to time as relevant for a specified purpose.”

UNQUOTE

2. The following is proposed to be inserted as byelaw (5) after the existing byelaw (4) of Chapter I of the byelaws of the Exchange :

QUOTE

“(5) Futures & Options Trading Segment

Derivatives contracts approved by SEBI may be admitted to dealing on the Future & Options Trading Segment.”

UNQUOTE

Existing byelaw (5) will be renumbered as byelaw (6),

3. The following is proposed to be inserted as byelaw (7) after the existing byelaw (6) of Chapter VII of the byelaws of the Exchange :

QUOTE

“Restriction on the trading members

(7) Unless the Exchange otherwise specifies, a Trading Member shall not become a constituent of another Trading Member.”

UNQUOTE

4. The following is proposed to be inserted as bylaw (18A) after the existing bylaw (18) of Chapter IX of the bylaws of the Exchange :

QUOTE

"Subject to the regulations prescribed by the relevant authority from time to time, any deal in securities made on the Exchange may be transferred from one Trading Member to another Trading Member under such circumstances and in respect of such trading segment of the Exchange as may be specified by the relevant authority from time to time."

UNQUOTE

5. The existing bylaw (20) of Chapter IX of the bylaws of the Exchange is proposed to be substituted by the following bylaw :

QUOTE

"Form of Margin Deposit

The margin to be furnished by a trading member under these Bye Laws and Regulations shall, *inter alia*, be in the form of cash or Deposit Receipt of or a Guarantee given by a Bank approved by the relevant authority or securities approved by it subject to such terms and conditions as it may from time to time impose. Deposits of cash shall not carry interest and the securities deposited by a trading member valued at the ruling market price shall exceed the margin amount for the time being covered by them by such percentage as relevant authority may from time to time specify."

UNQUOTE

6. The existing bylaw (2) of Chapter X of the bylaws of the Exchange is proposed to be substituted by the following bylaw :

QUOTE

A trading member may not accept instructions or orders of constituents for purchase, sale, etc., of securities where circumstances appear to justify such action or on reasonable grounds. Where such refusal is made, the same may be communicated to the constituent. The trading member shall also furnish the constituent the reasons for such refusal on a request being made by him.

UNQUOTE

7. The following clause is proposed to be inserted in the bylaw (5) of Chapter X of the bylaws of the Exchange :

QUOTE

"(a) The Exchange may close-out open positions of a constituent or transfer his open positions, to another trading member under such circumstances and in respect of such trading segment of the Exchange as may be specified by the relevant authority from time to time."

UNQUOTE

The existing clauses (a) & (b) of the bylaw (5) shall be re-numbered as (b) & (c) respectively.

8. The existing bylaw (8) of Chapter X of the bylaws of the Exchange is proposed to be substituted by the following bylaw :

QUOTE

"Closing-out/transfer by Constituent on Failure to Perform a Contract

(1) If a trading member fails to complete the performance of a contract by delivery or payment in accordance with the provisions of these Bye Laws, Rules and Regulations the constituent shall, after giving notice in writing to the trading member and Exchange, close-out such contract through any other trading member of the Exchange or make an application to the Exchange for transfer of contracts to another trading member as soon as possible and any loss or damages sustained as a result of such closing-out or transfer, as the case may be, shall be

immediately payable by the defaulting trading member to the constituent. If closing-out or transfer be not effected as provided herein, the damages between the parties shall be determined on such basis as specified by the relevant authority from time to time and the constituent and the trading member shall forfeit all further right of recourse against each other."

UNQUOTE

[II]. 1. Bylaw 1 of Chapter XI is proposed to be substituted by the following bylaw :

QUOTE

All claims, differences or disputes between the Trading Members *inter se* and between Trading Members and Constituents arising out of or in relation to dealings, contracts and transactions executed or reported on the Exchange and made subject to the Bylaws, Rules and Regulations of the Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfilment or the rights, obligations and liabilities, of parties thereto shall be submitted to arbitration in accordance with the provisions of these Bylaws and Regulations.

UNQUOTE

2. The following bylaw is proposed to be inserted as bylaw 1A after the existing Bylaw 1 of Chapter XI :

QUOTE

"(1A) All claims, differences or disputes between the Trading Members and Sub-brokers and between Sub-brokers and Clients of Sub-brokers arising out of or in relation to dealings, contracts and transactions executed or reported on the Exchange and made subject to the Bylaws, Rules and Regulations of the Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfilment or the rights, obligations and liabilities of the parties thereto shall be submitted to arbitration in accordance with the provisions of these Bylaws and Regulations.

Explanation : For the purpose of these Bylaws, Sub-broker and Clientes will have the respective meanings assigned by SEBI (Stock-Brokers and Sub-Brokers) Regulations, 1992, provided the Sub-broker has obtained SEBI registration under the Trading Member of the Exchange."

UNQUOTE

3. The following bylaw is proposed to be inserted as bylaw 1B after bylaw 1A of Chapter XI :

QUOTE

"(1B) All claims, differences or disputes between the Trading Members *inter se* Trading Members and Participants and participants *inter se* arising out of or in relation to dealings, contracts and transactions executed or reported on the Wholesale Debt Market Trading Segment of the Exchange and made subject to the Bylaws, Rules and Regulations of the Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfilment or the rights, obligations and liabilities of the parties thereto shall be submitted to arbitration in accordance with the provisions of these Bylaws and Regulations"

UNQUOTE

4. The following bylaw is proposed to be inserted as bylaw 1C after bylaw 1B of Chapter XI :

QUOTE

"(1C) The provisions of Bye laws (1), (1A) and (1B) shall become applicable to all claims, differences, disputes between the parties mentioned therein for all dealings, contracts and transactions made subject to the Bye laws, Rules and Regulations of the Exchange provided such dealings, contracts and transactions, had been entered into between the parties mentioned therein prior or to the date on which the Trading Member was either declared a defaulter or expelled or has surrendered his trading membership."

UNQUOTE

5. The following byelaw is proposed to be inserted as byelaw 30 after the existing Byelaw 29 of Chapter XIII :

QUOTE

"The Defaulters' Committee for the purpose of this Chapter shall be a Committee as may be constituted by the Board of Directors from time to time. At any point of time not less than sixty percent of the members of the Defaulters' Committee shall be from among non-trading members."

UNQUOTE

6. The following byelaw is proposed to be inserted as byelaw 31 after the byelaw 30 of Chapter XII :

QUOTE

"(31) Notwithstanding anything to the contrary contained in this Chapter, where any securities are lodged for rectification of company objection arising out of signature difference or otherwise against a defaulter, the Exchange or National Securities Clearing Corporation Limited (Clearing Corporation) shall, after satisfying itself about the bonafides of the receiving member/client of the receiving member, acquire the securities in its own name for the benefit of or in trust for the receiving member/client of the receiving member.

The Exchange/Clearing Corporation may upon payment of such charges as it may prescribe, sell or otherwise dispose of the securities so acquired or transfer the securities to the receiving member/client of the receiving member, in full and final satisfaction of the claim. Provided that the Exchange/Clearing Corporation shall be free to require such receiving member/client of the receiving member to indemnify the Exchange and Clearing Corporation in such form and manner as it may prescribe, as a condition precedent. Provided further that such payment of sale proceeds or transfer of securities to the receiving member/client of the receiving member shall discharge the claim completely and no further claim shall lie against the defaulter on any ground whatsoever."

UNQUOTE

7. Byelaws 10, 11 and 12 of Chapter XIII are proposed to be deleted.

For National Stock Exchange of India Limited

J. RAVICHANDRAN
Company Secretary &
Vice President

प्रबन्धक, भारत सरकार मुद्रणालय, फरीदाबाद द्वारा मुद्रित

एवं प्रकाशन नियंत्रक, दिल्ली द्वारा प्रकाशित, 2000

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